



## Terms & Conditions

### User Agreement

The following describes the terms and conditions upon which Easy-Forex Trading Limited. ("Easy-Forex" or "the Company" or "we") offers access to its Web site to you the customer (hereinafter "you" or "user" or "customer") and the use of its services (hereinafter the "Agreement" or "User Agreement" or "Online Services Agreement").

This Agreement describes the terms, conditions and risks applicable to your use of our services available under the domain and sub-domains of [www.easy-forex.com](http://www.easy-forex.com) (the "Site" or "Web site"). If you have any questions regarding this Agreement please contact [Customer Support](#)

You must read, agree with and accept all of the terms and conditions contained in this User Agreement without modifications, which include those terms and conditions expressly set forth below and those incorporated by reference, before you may become a customer of Easy-Forex. By continuing to access or use the Web site, you agree to follow the Terms and Conditions of this Agreement as they may apply to you.

This Agreement is effective upon acceptance in registration for newly registering customers, or upon receipt of e-mail notification by other users. The Agreement is otherwise effective for all users as of March 14th, 2004. The previous terms and conditions are effective for all transactions that were not closed on or before March 14th, 2004 made by users who registered before March 9th, 2004 and who did not receive an e-mail notification of the new Agreement.

If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services, and inform us in writing immediately.

#### [1] Amendments

By using our services you agree to be bound fully by all our terms and conditions. Easy-Forex may amend or revise this Agreement at any time by posting the amended terms on the Site and, **by continuing to trade through the platform**, you affirm that you agree to be bound by future revisions. Whenever such changes to the terms & conditions of this Web site are made, the Company will post such changes on the Web site.

All amended terms shall be effective 10 days after their initial posting on the Web site, or as of the first time that you use our services after such amendments were made, whichever is sooner.

If you do not agree to be bound by the changes to the terms and conditions of this Agreement, do not use or access our services, and inform us in writing immediately.



## [2] Online Services Agreement

This Online Services Agreement is made by and between Easy-Forex and you.

This Agreement applies to both the Easy-Forex Web site and trading platform, as well as to the electronic content and or software currently contained on the Web site that supplies the customer with real time information about the exchange rate of some currencies, as well as with the program facilities for executing trading transactions in the foreign exchange market via the web, phone or fax (hereinafter referred to as the "Service" or "forex" or "forex market"), and any other features, content or services that the Company may add in the future.

Our services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence. Without limiting the foregoing, our services are not available to persons under the age of 18 or otherwise under legal age ("minors"). **If you are a minor, you may not use this service.** IF YOU DO NOT QUALIFY, PLEASE DO NOT USE OUR SITE.

For avoidance of doubt, We shall not be responsible for any unauthorized use by minors of our Services in any way or manner.

Furthermore, our services are available only to, and may only be used by individuals who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of acquiring financial contracts via this Site and have done so without relying on any information contained in this Site.

Without derogating from the above provision, we shall not be responsible for verifying and/or checking whether you possess such sufficient knowledge and/or experience, nor shall we be responsible for any damage and/or loss incurred by you as a result of insufficient knowledge and/or experience. IF YOU DO NOT QUALIFY, PLEASE DO NOT USE OUR WEB SITE.

Without limiting the foregoing, **our services are not available where they are illegal to use, and** the Company reserves the right to refuse and/or cancel services to anyone at its own discretion.

## [4] Legal Restrictions

**Without limiting the foregoing, you understand that laws regarding financial contracts vary throughout the world, and it is your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency with regards to the use of the Web site. For avoidance of doubt, the ability to access our Web site does not necessarily mean that our Services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.**

This Web site does not constitute, and may not be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation. Access to this Web site, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.



You hereby declare that the money invested in your account with the Company do not originate from drug trafficking, abduction, or any other criminal or illegal activity.

#### [5] Limited License

Easy-Forex grants you a non-exclusive, non-transferable and limited personal license to access and use its Web site (the "license"). This license is conditioned on your continued compliance with the terms and conditions of this Agreement.

You agree not to "deep-link" to the Web site, resell or permit access of the Web site to others, and not to copy any materials appearing on the Web site for resale or for any other purpose to others without the prior written consent of Easy-Forex.

For avoidance of doubt, you shall be responsible and bound by any unauthorized use of the site, made in breach of this section.

You agree to use the information received from the information systems of Easy-Forex for the sole purpose of executing transactions inside and within the Easy-Forex Web site.

You further agree not to use any electronic communication feature of a Service on the Site for any purpose that is unlawful, tortuous, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

The license granted under this Agreement will terminate if Easy-Forex believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for each service, or Easy-Forex establishes that you have abused in any way (including but not limited to engaging in a transaction out of market rates) the Easy-Forex website.

Upon such violation, you agree to cease accessing Services. You agree that Easy-Forex, at its sole discretion and with or without notice, may terminate your access to any or all Services, close your open transactions and remove and discard any information or content within a Service.

#### [6] Communications

Unless otherwise indicated for a particular Service, any communications or material of any kind that you e-mail or otherwise transmit through the Services, including information, data, questions, comments or suggestions (your "Communications") will be treated as non-proprietary and non-confidential.

**By accepting this Agreement you grant a license to Easy-Forex to use your Communications in any way it thinks fit, either on the Web site or elsewhere, with no liability or obligation to you.** Easy-Forex is free to use any idea, concept, know-how or technique or information contained in your Communications for any purpose including, but not limited to, developing and marketing products.

Easy-Forex is entitled, but not obligated, to review or retain your Communications. Easy-Forex may monitor your Communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Web site, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Easy-Forex monitors your Communications. In no event will Easy-Forex be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of Easy-Forex's monitoring activities.

#### [7] Obligations of Easy-Forex

Easy-Forex will supply you with the informational and technical means to use its Services in a twenty-four-hour mode of operation starting Sunday 22:00 GMT to Friday 21:00 GMT except on official holidays in the USA and Europe.

Easy-Forex shall provide you with access to trading transactions and quotes through the reserve in a twenty-four-hour mode of operation starting Sunday 22:00 GMT to Friday 21:00 GMT, except on official holidays in the USA and Europe, through the operators of Easy-Forex.

Easy-Forex will fulfill to the best of its abilities all your trading orders, keep the register of your orders and of their fulfillment, and will provide you with necessary extracts upon your request.

Easy-Forex shall provide the following online reports:

- Open Positions: Report presenting the account's open transactions.
- Account Statement: Report presenting the account's balance and statement at a given point of time.
- Monthly Report

#### [8] Tax collection

You know, understand and agree that, in general, Easy-Forex does not collect tax on behalf of any authority in any form or manner.

Without limiting the foregoing, it is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the Company's Services.

Without derogating from your sole and entire responsibility to perform tax payments, you agree that the Company may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with Easy Forex. You are aware that amounts that may be withdrawn by you from your account are "gross amounts", from which the Company may deduct such taxes, and that you shall have no claim towards the Company with regard to such deductions.

#### [9] Registration Information and Requirements



When you register for the service, Easy-Forex will ask you to provide certain identifying information ("Registration").

You agree to provide true, accurate, current and complete information about yourself during the Registration process, and you also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Easy-Forex for any purpose. If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to this Agreement.

Easy-Forex will treat with care the information you entrust to the Company, in accordance with the disclosures it provides during the Registration process and in its Privacy Policy.

During the Registration process you will be asked to choose a user name and password that will be used by you every time you access the Web site to use the service. For your protection and that of other Web site users, you should not share your Registration information (including your password and username) with another person or business entity for **any purpose** including, but not limited to, facilitating access and unauthorized use of the Service. **You alone are responsible for all acts or omissions that occur within the Web site through the use of your Registration information.**

If you believe that someone has used or is using your Registration information, user name or password to access any Service without your authorization, you should notify our Customer Support immediately.

[10] Important information about customer identification

#### **Procedures for opening a new account**

To help governments fight the funding of terrorism and money laundering activities, the applicable laws require that all financial institutions shall obtain, verify, and record information identifying each person who opens an account.

What does that mean for you?

When you open an account, we ask that you provide your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your Passport (and/or your driver's license) or other identifying documents.

#### **Privacy Policy**

Easy Forex Trading Limited is committed to protecting the confidentiality of any customer's information, which it may acquire during the course of providing its services. It is the Company's policy not to disclose customer's information to non-affiliated third parties, except with the consent of the customer or when required by law. The Company is providing this Privacy Policy to help you understand how we protect the privacy of financial and other non-public personal information about you.

#### **Information We Collect**

We collect non-public personal information from you, from the following sources:



- Information we receive from you on applications or other forms;
- Information about your transactions with us; and
- Information we may receive from a consumers' reporting agency.

#### **Categories of Information We Disclose**

We do not disclose any non-public personal information about our customers, or our former customers, to anyone, except as permitted by law and for authentication of the client's identity.

#### **Confidentiality and Security**

We restrict access of non-public personal information about our customers to those employees who need to know such information in order to provide service to your account. We maintain physical, electronic and procedural safeguards, which comply with all applicable laws, in order to safeguard your non-public personal information.

#### **Privacy statement**

Easy Forex views its customers' privacy and the protection of information concerning them, to be of prime importance. We store and process your information on computers located in the USA. Physical and technological security devices protect these computers. **If you object that we handle your information in such manner, please do not use our services.**

We shall not sell or rent your personal information to third parties for any purposes, without your explicit consent and we shall only use your information as described in our Privacy Policy.

#### [11] Indemnity and right of set-off

The customer hereby agrees to indemnify and hold harmless Easy Forex, its directors, officers, employees or agents from and in respect of any loss, damage, liability, cost or expense that it may suffer or incur by reason of the Customer failing to discharge its obligations under or acting in breach of any of the terms and conditions herein contained or as a result of any breach of any applicable laws or regulations.

In the event that there is any liability of the Customer to Easy Forex its directors, officers, employees or agents under the indemnity provisions of the clause hereinabove, Easy Forex shall have the right to set-off that amount against any balance held to the credit of the account opened by the Customer with Easy Forex.

#### [12] Limitation of Liability

IN NO EVENT SHALL EASY-FOREX, ITS OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EXCEPT AS STATED IN THIS AGREEMENT.

THE LIABILITY OF EASY-FOREX, ITS OFFICERS, DIRECTORS OR EMPLOYEES, TO YOU OR ANY THIRD PARTIES IN ANY PROVEN CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT AT EASY-FOREX IN RELATION TO THE TRANSACTION GIVING RISE TO SUCH LIABILITY.



#### [13] Risk Statement

You agree to use the Web site at your own risk.

Without limiting the foregoing, the financial services contained within this site are suitable only for customers who are able to bear the loss of all the money they invest, and who understand the risks and have experience in taking risks involved in the acquisition of financial contracts.

International currency prices are highly volatile and are very difficult to predict. Due to such volatility, in addition to the spread that Easy-Forex adds to all calculations and quotes (as described below in further detail), no financial contract purchased or other Service offered in our Web site (whether or not the payout exceeds the premium amount) may be considered as a safe trade.

The maximum loss that may be incurred by any customer is the amount of money paid by them to the Company including rolling fees for day trade deals.

Subject to market conditions, Stop Loss Orders shall be executed either at the exact exchange rate selected by the customer, where the amount will be calculated automatically, or at the exact amount of loss selected by the customer, where the exchange rate will be calculated accordingly. A transaction of that nature shall be executed as soon as the distinctive ("indicative") exchange rate is found on the financial information systems which, including the Company's spread, is either identical to the order given by the customer, or indicates an identical amount of loss declared by the customer.

The calculation of the price to be paid (or the payout to be received) for financial contracts on this site, at the time the financial contract is purchased or sold, will be based on the Company's best estimate of market prices and the expected level of interest rates, implied volatilities and other market conditions during the life of the financial contract, and is based on a complex arithmetic calculation.

**The calculation will include a spread in favor of the Company.** The financial contract prices (or the payout amounts) offered to customers speculating on market or index prices, may differ substantially from prices available in the primary markets where such contracts are traded, due to the spread favoring the Company in the price calculation system referred to above.

The Company does not provide a market amongst or between customers for investments or speculations. Each financial contract purchased by a customer via this site is an individual Agreement made between that customer and the Company, and is not transferable, negotiable or assignable to or with any third party.

#### [14] Market information

Easy-Forex may make available to you through one or more of its Services a broad range of financial information that is generated internally or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data. ("Market Information").



Market Information provided on these Web pages is not intended as investment advice. Easy-Forex does not endorse or approve the Market Information, and we make it available to you only as a service for your own convenience. Easy-Forex and its Third Party Providers do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information, or warrant any results from your use or reliance on the Market Information.

Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither Easy-Forex nor the Third Party Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice.

You agree that neither Easy-Forex nor the Third Party Providers will be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information. You will not "deep-link", redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by Easy-Forex to receive Market Information.

#### [15] Use & Access to the Site

You shall be responsible for providing and maintaining the means by which to access the Web site, which may include, but is not limited to, a personal computer, modem and telephone or other access line.

You shall be responsible for all access and service fees necessary to connect to the Web site and assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Web site and the services (hereinafter referred to as "computer" or "your computer").

You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

You agree that Easy-Forex will not be liable in any way to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

You will not transmit to or in any way, whether directly or indirectly, expose Easy-Forex or any of Easy-Forex's online service providers to any computer virus or other similarly harmful or inappropriate material or device.

Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified.

You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the Company. You are responsible for ensuring that you alone control access to your account, and that no minor or other person is granted access to trading on the Web site using your account. In any case, you alone remain fully liable for any and all positions traded on your account, and for any credit card transactions





entered into the Site for your account. You agree to indemnify the Company fully in respect to all costs and losses whatsoever as may be incurred by the Company as a result, direct or indirect, of your failure to perform or settle such a transaction.

You agree that in the case that any financial contract is acquired or sold at prices that do not reflect its market prices, or that is acquired or sold at an abnormally low level of risk (the "mis-pricing") due to an undetected programming error, bug, defect, error or glitch in our Web site software or any other reason resulting in mis-pricing (for the purposes of this section the "error"), Easy-Forex reserves the right to cancel such transactions upon notifying you of the nature of the error that led to the mis-pricing. You have a duty to report to the Company any problem, error or suspected system or other inadequacies that you may experience.

#### [16] Company's rights

Easy-Forex reserves the right to suspend the operation of this site or any part or sections of it. In such an event, Easy-Forex may, at its sole discretion (with or without notice), close out the customers' open financial contracts at prices it considers fair and reasonable at such a time and no claims may be entertained against the Company in connection thereto.

Easy-Forex may, at its sole discretion, impose volume or other limits on Customer accounts.

Contract payouts shall be determined by Easy-Forex by reference to the daily values reported on this Web site relevant to the inter bank trading data received by the Company for forex quotes, subject to the proviso that Easy-Forex shall have the right to make corrections to such data in the event of mis-priced or typographically incorrect data.

#### [17] Force Majeure

You agree that Easy-Forex will not be liable in any way to you or to any other person in the event of force majeure, or for the act of any Government or legal authority, or for the failure of or damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

The parties shall be released of all responsibilities for partial, full or non-fulfillment, as well as for improper fulfillment of the obligations under this Agreement, if such non-fulfillment or improper fulfillment was a result of extraordinary events, which occurred after this Agreement was concluded and which the party could not either foresee or prevent (natural calamities, wars, armed conflicts etc.).

#### [18] Technical Problems

You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the Web site.

Easy-Forex shall not be liable, and you agree not to hold or seek to hold Easy-Forex or any of its agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures,



equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

Easy-Forex does not represent, warrant or guarantee that you will be able to access or use the Web site at times or locations of your choosing, or that Easy-Forex will have adequate capacity for the Web site as a whole or in any geographic location.

Easy-Forex does not represent, warrant or guarantee that the Web site will provide uninterrupted and error-free service. Easy-Forex does not make any warranties or guarantees with respect to the Web site and its content, including but not limited to, warranties for merchantability or fitness for a particular purpose.

Without limiting the foregoing Easy-Forex will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

#### [19] Hyperlinks

Easy-Forex may provide a link to other sites that are controlled or offered by third parties. Such link to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers.

Easy-Forex cautions you to ensure that you understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via the Internet.

Links to these Web sites are provided solely for your convenience, and you agree that under no circumstances will you hold Easy-Forex liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

#### [20] Trademarks and Copyrights

All content, trademarks, services marks, trade names, logos and icons are the property of Easy-Forex or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the Web site. You will not obtain any intellectual property rights in, or any right or license to use such materials or the Web site, other than as set out in this Agreement.

Images displayed on the Web site are either the property of Easy-Forex or used with permission. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of Easy-Forex.



Nothing contained on the Web site shall be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark without the written permission of Easy-Forex and/or such third party that may own the trademarks. Your use of the trademarks, or any other content of the Web site, except as provided herein, is strictly prohibited.

#### [21] Governing Law; Arbitration and Court Jurisdiction

This Agreement, shall be governed by the **laws of Cyprus**, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Easy-Forex anywhere else in the world.

If any part of this Agreement is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

The parties recognize electronic and magnetic recordings as evidence when settling disputable matters, in order to state any facts concerning the obligations for trading operations in the FOREX market.

Any proceeding arising out of and relating to this Agreement or any transaction in connection herewith, will be governed by the Laws of the Republic of Cyprus (a member state of the European Union) and you waive any objection to a jurisdiction you may otherwise be entitled to assert in any such proceeding. The parties hereby irrevocably waive any right to a jury trial in any matter arising under or relating to this Agreement.

**Binding Arbitration:** For any Claim (excluding Claims for injunctive or other equitable relief) where the total amount of the award sought is less than €10,000, you or Easy-Forex may elect to resolve the dispute through **binding arbitration** conducted in person, on-line or based solely upon written submissions where no in-person appearance is required. Cyprus law shall be applicable.

For any Claim exceeding the amount of €10,000, such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing by the other party requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressed stipulated and declared that it shall be a condition precedent to any right of action or suit upon this agreement that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss in disputed shall be first obtained. All Arbitrations are to occur at Easy Forex's registered office location.

#### [22] Disclosures

**The services provided under this Agreement, which are limited to "Day Trading", "Forwards" and "Limit Orders", are provided by Easy Forex Trading Limited, a Cyprus incorporated company, with registration number HE203997, having its Registered office at Griva Digeni 1 Ave, Kriel Court, Office 303, 3035 Limassol, Cyprus.**



It is important that you be fully aware of the following points: A Day-Trading position may be extended to the following day, as presented to you on the site. Such extension is subject to a Renewal Fee (Rolling Fee) at the rate and time as specified on the site. Easy Forex via the Easy Forex Trading platform shall collect such Renewal Fee from the free balance in your account held with Easy Forex. In the event there are not sufficient funds in your free balance to cover such fee(s), you hereby agree that Easy Forex may charge, at its sole discretion, such fee(s) from your credit card(s). Please note that the minimum charge from a credit card is USD 3.00. Accordingly, any surplus balance, after paying the Renewal Fee(s) will be credited to your balance.

- If Easy Forex is unable to collect such fee(s), Easy Forex reserves the right to close part, or all, of your open positions. You shall be liable for promptly paying all Renewal Fees(s), even if all margins previously deposited by you have been lost.
- The high level of leverage effect possible in conducting foreign currency transactions stems from the fact that it is only necessary to pay relatively modest margins or guarantees in relation to the scope of the contract.
- The result of the above is that even a slight fluctuation of the market could mean substantial gains when these fluctuations are in your favor, but that could also mean considerable losses if the fluctuations are to your detriment.
- No system exists that could assure you that transactions on the foreign currency market should bring you great benefits, nor is it possible to guarantee, that your transactions will yield favorable results.
- Even though the foreign currency markets are fluid (liquid) as compared with other financial and exchange markets, the market conditions might at times render the execution of an order or of a limit order at a stipulated price impossible.
- The amount you could lose in a transaction carrying limited risk will never be more appreciable than that which you can lose in transactions having no pre-determined limit on loss.
- Nevertheless, even though the extent of the losses could be subjected to an agreed upon limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.
- It is possible that some unfavorable situations on the market could occur, in a relatively short period of time, resulting in the TOTAL LOSS of your investment.
- Since deposit of an additional guarantee is not obligatory in this case, Easy-Forex reserves the right to close the outstanding balances without the customer's consent.
- The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to the FOREX market. Therefore, before starting to trade, you should learn the specifics of trading on FOREX markets in detail.
- You should conclude an Agreement for opening and/or closing transactions on the FOREX market only if you are absolutely sure of the size of its possible risk and consequences, and if you understand in detail the scope and range of your rights and obligations.
- **Products offered on this site:** the products offered on this site are solely "Day Trading" and "Limit Orders" and "Forwards". For addition information regarding these products please refer to our [Glossary](#).
- **Phone call recording:** Easy Forex records, at its sole discretion, telephone calls made from and to its offices. You hereby agree that telephone calls made, either by you contacting Easy Forex, or when being contacted by Easy Forex, may be recorded by the Company.

#### [23] Deposits and withdrawals

- Withdrawal orders: The provision of documentation or any other type of Client authentication as may be required from time to time by Anti Money Laundering (AML) regulations, Credit Card companies and Easy Forex, is a prerequisite, prior to the execution of a withdrawal order.
- Credit card deposits may be, according to credit card companies' regulations, returned to same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to bank account at company's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures and documentation from the Client.
- Credit Card Deposits Variance: When choosing an account base currency other than USD, your credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by you in the account base currency. You hereby accept that such variations may occur and you hereby affirm that you shall not seek to object or charge this back. Note that when Using USD as account base currency this phenomena will be avoided.
- Wire Transfers: When depositing by a Bank Transfer, as required by anti money-laundering regulations, you are required to use only one bank account, which is in your country of residence and in your name. An authentic SWIFT confirmation or Transfer Confirmation, showing the origin of the funds, must be sent to Easy Forex. Failure to submit such SWIFT/Confirmation may result in the return of the deposited amount, hence preventing the deposit of such pending amounts to your Easy Forex account. Any withdrawal of funds, from your Easy Forex account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
- Alternative payment methods (e wallets; money transfer services; internet payment vendors; etc.): when depositing funds using a facility other than Credit Cards and/or Banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. Easy Forex, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with Company and Anti Money Laundering regulations.

#### [24] Dormant Accounts Procedure

Easy-Forex client accounts in which there have been no transactions (trading / withdrawals / deposits), for a set period of 12 months, will be considered by Easy-Forex as being dormant accounts.

Dormant accounts will be charged an annual maintenance fee of US\$25 or the full amount of the free balance in the account if the free balance is less than US\$25. There will be no charge if the free balance is zero. Consequently, all accounts with a zero free balance will be closed.

#### [25] Termination

Easy-Forex may exercise full discretion in modifying or discontinuing any part or whole of this Agreement at any time without cause or prior notice.

#### [26] Software



You acknowledge and agree that Easy-Forex makes no warranty whatsoever that any software (the **“Software”**) downloaded onto your computer equipment from or through the website or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor does Easy-Forex warrant that the Software is or will be uninterrupted, error free or available at all times. You further understand and agree that your download and/or use of the Software may expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. Easy-Forex expressly disclaims any liability with respect to the foregoing, and you hereby agree to fully indemnify, defend and hold harmless Easy-Forex from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

#### EASY-FOREX MT4 PLATFORM - LETTER OF DIRECTION

The following additional terms apply to clients utilizing Easy-Forex’s MT4 Platform and/or MT4 MultiTerminal (the **“Program”**). If you utilize the Program, you agree to the additional terms set forth hereinafter (the **“Additional Terms”**) and you authorize Easy-Forex to act accordingly. These Additional Terms apply in addition to the general terms and conditions set out above. If there is a conflict between these Additional Terms and the general terms and conditions set out above, the provisions of these Additional Terms shall prevail.

You wish to utilize the Program to execute trades and to direct trade orders and trade details to Easy-Forex. You acknowledge and agree that, by utilizing the Program, you will not be entering trade orders and trade details directly with Easy-Forex, but, rather, will be entering trade orders and trade details through the Program, a third party. You hereby authorize and direct Easy-Forex to enter trades for your account in accordance with trading signals generated and sent to Easy-Forex by the Program. In consideration of opening your account, you acknowledge and agree to the additional terms and conditions set forth hereinafter, as follows:

- a. You fully understand and agree that the trade orders and trade details are generated by the Program and not by Easy-Forex and that Easy-Forex’s responsibility is to use commercially reasonable efforts to enter orders pursuant to the trade orders and trade details generated by the Program and as received by Easy-Forex. You confirm and acknowledge that Easy-Forex has not solicited, or in any other way recommended, your participation in the Program. You acknowledge and agree that you have made inquiries and conducted research into the Program sufficient to make an informed investment decision. Easy-Forex cannot imply or guarantee that you will make any profit from the Program and you agree that Easy-Forex will not be held responsible for the Program’s performance or trading losses incurred in your account as a result of trading pursuant to the Program.
- b. Easy-Forex will enter trade orders for your account in accordance with the trade orders and trade details generated by the Program. You understand and acknowledge that your trading access through the Program will be provided by the Program provider and not by Easy-Forex.
- c. If more than one Easy-Forex client is using the same system or service as the Program, You acknowledge that Easy-Forex may enter block orders to enhance order execution, in which case a fair and systematic fill allocation method will be employed. You understand and acknowledge that Easy-Forex will only be responsible for using its commercially reasonable efforts to execute, in a timely fashion, the trade orders and trade details generated by the Program.



d. Easy-Forex shall not be responsible for any error or malfunction of the Program, mechanical or communication line failure, system errors, data failure or any other causes beyond its control. You understand and acknowledge that Easy-Forex can accept and execute orders only if actually received or generated and then on a "not held" basis (i.e. Easy-Forex shall not be held responsible for the execution of the order at the price indicated or otherwise).

e. You acknowledge that you have had the opportunity to ask questions as to how your account will be handled and understand and acknowledge that you have not purchased the Program from Easy-Forex. You understand and acknowledge that there is no trading system or recommendation service, including the Program, which is free from the risk of loss. Easy-Forex does not imply or guarantee that you will make any profit and you acknowledge and agree that neither Easy-Forex nor any of its officers, directors, employees, consultants, agents or affiliates will be held responsible for the performance of the Program or trading losses in your account.

f. Easy-Forex may act upon the authority given by this letter of direction until you revoke the authority by written notice addressed and actually delivered to Easy-Forex, in accordance with the instructions and details on the website. Easy-Forex may also terminate the authorization over the Program at any time for any reason at its sole discretion and, in such instance, will provide you with written notice. You acknowledge and agree that you shall be responsible for any open lots in your account at the time your authorization over the Program is terminated. You acknowledge and agree that you shall permit Easy-Forex to execute offsetting orders for any open lots in your account at the time your authorization over the Program is terminated.

g. You acknowledge and agree that, in the absence of willful or wanton misconduct, neither Easy-Forex nor any of its officers, directors, employees, consultants, agents or affiliates will be held liable for any act or omission in the course of or in connection with your participation in the Program. You acknowledge and agree that you shall indemnify Easy-Forex, its principals, officers, directors, employees, agents, successor and/or assign from all losses and/or liability (including reasonable attorney's and/or accountant's fees) incurred or resulting from this letter of direction to utilize the Program, provided that there has been no judicial determination that such liability was the result of gross negligence or recklessness or intentional misconduct by Easy-Forex, and further provided that the conduct that was the basis for such liability was not undertaken in the actual and reasonable belief that it was in the best interest of your account.